

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

Spottswood W. Robinson III and Robert R. Mehri Jr.  
Federal Courthouse, 701 East Broad Street  
Richmond, Virginia 23219

**TIFFANY O'NEAL,**

Plaintiff,

v.

Civil Action No. 3:21 cv00082

**EQUIFAX INFORMATION SERVICES, LLC**

Please Serve:

Corporation Service Company  
100 Shockoe Slip, 2<sup>nd</sup> Floor  
Richmond, Virginia 23219  
Registered Agent,

**EXPERIAN INFORMATION SOLUTIONS, INC.**

Please Serve:

David N. Anthony, Esquire  
Troutman Sanders LLP  
1001 Haxall Point  
Richmond, Virginia 23219  
Registered Agent,

**TRANS UNION, LLC**

Please Serve:

Corporation Service Company  
100 Shockoe Slip, 2<sup>nd</sup> Floor  
Richmond, Virginia 23219  
Registered Agent,

**FREEDOM MORTGAGE CORPORATION**

Please Serve:

CT Corporation System  
4701 Cox Road, Suite 301  
Glen Allen, Virginia 23060  
Registered Agent,

Defendants.

**COMPLAINT**

Tiffany O'Neal ("O'Neal"), by counsel, sets forth the following to the Court:

## **I. Jurisdiction**

1. This Court has jurisdiction as to this case under the provisions of 15 U.S.C. § 1681(p), 12 U.S.C. § 2614, 28 U.S.C. § 1331, and 28 U.S.C. § 1367.

## **II. Parties**

2. O'Neal is a natural person.
3. Equifax Information Services, LLC ("Equifax") is a for-profit corporation doing business in the Commonwealth of Virginia. Equifax is a "consumer reporting agency," as defined in 15 U.S.C. § 1681a(f). Equifax is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties. Equifax disburses such consumer reports to third parties under contract for monetary compensation.
4. Experian Information Solutions, Inc. ("Experian") is a for-profit corporation doing business in the Commonwealth of Virginia. Experian is a "consumer reporting agency," as defined in 15 U.S.C. § 1681a(f). Experian is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties. Experian disburses such consumer reports to third parties under contract for monetary compensation.
5. Transunion LLC ("Transunion") is a for-profit corporation doing business in the Commonwealth of Virginia. Transunion is a "consumer reporting agency," as defined in 15 U.S.C. § 1681a(f). Transunion is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of

furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

Transunion disburses such consumer reports to third parties under contract for monetary compensation.

6. Freedom Mortgage Corporation (“Freedom Mortgage”) is a for-profit corporation doing business in the Commonwealth of Virginia

#### **Venue**

7. Venue is proper in this Court because the registered agents for Equifax, Experian, and TransUnion are located in the City of Richmond, Virginia and the registered agent for Freedom Mortgage is located in Henrico County, Virginia.

#### **Facts**

8. O’Neal entered into a mortgage loan (“the loan”) with an original principal balance of \$176,600.00.
9. The loan was evidenced by a note (“the note”) secured by a deed of trust (“the deed of trust”) which was a lien on a residence located at 2 Silk Tree Place, Hampton, Virginia 23666-0000. The account number for the loan was 51464584.
10. During all of 2000, the holder of the note was Freedom Mortgage.
11. During 2020, O’Neal was engaged in a credit dispute with Freedom Mortgage because Freedom Mortgage’s records were incorrect as to the loan.
12. Freedom Mortgage gave information to Equifax, Experian, and Transunion that was based on such incorrect records.
13. Equifax, Experian, and Transunion included such incorrect information in their credit reports as to O’Neal that constituted unfair and incorrect damage to O’Neal’s credit record.

14. In August 2020, O'Neal sent written requests to Equifax, Experian, and TransUnion challenging error in the credit reports by Freedom Mortgage to Equifax, Experian, and TransUnion and requesting correction of error in O'Neal's credit record, which error was based on such error in such reports to Equifax, Experian, and TransUnion by Freedom Mortgage. Accompanying this complaint as "Exhibit A" is a copy of one of those written requests (submitted by O'Neal to Experian).
15. Equifax, Esperian, and TransUnion all received such written requests.
16. On information and belief, O'Neal avers that Equifax, Esperian, and TransUnion all communicated with Freedom Mortgage informing Freedom Mortgage of such written requests from O'Neal and seeking an answer from Freedom Mortgage.
17. Freedom Mortgage did not properly respond to O'Neal's challenge to the erroneous reports to credit bureaus by Freedom Mortgage to Equifax, Esperian, and TransUnion. Freedom Mortgage took no proper action to correct what had been Freedom Mortgage's error in reporting to Equifax, Esperian, and TransUnion regarding the loan. .
18. Neither Equifax, Esperian, nor TransUnion took proper action sufficiently to investigate the written requests recited in paragraph 14 of this complaint.
19. None of the defendants took any action in response to took proper action sufficiently to investigate the written requests recited in paragraph 14 of this complaint and/or to effect correction of O'Neal's incorrect credit report.
20. In failing properly to investigate and to correct the error in O'Neal's credit report pointed out in the written request recited in paragraph 14 of this complaint, Equifax, Esperian, and TransUnion breached the Federal Fair Credit Reporting Act , 15 U.S.C. § 1681 et seq) ("the Fair Credit Reporting Act").

21. In failing to investigate its own error and in failing to correct its error in reporting to the aforesaid credit bureaus as to the loan, Freedom Mortgage breached the Fair Credit Reporting Act.
22. As a proximate result of the said violations of the Fair Credit Reporting Act, including the conduct, action, and inaction of Equifax, Experian, Transunion, and Freedom Mortgage, each of which did so separately, O'Neal sustained the following damages:
  - A. She was turned down in applying to refinance the loan.
  - B. She was unable to purchase a new home because she was told she would not qualify for a mortgage loan to purchase a new home. As a result, when she moved away from Hampton, Virginia, she had to pay more in rent for a residence than she would have had to pay if she had purchased a new home, taking into effect, inter alia, the loss of the ability to obtain tax credit for payment of interest on home mortgage.
  - C. She was required to pay increased interest on a personal loan.
  - D. She was dissuaded from applying for credit.
  - E. She sustained considerable emotional distress, including, (i) depression; (ii) anger, (iii) difficulty in personal relationships; (iv) a sense of having been subjected to injustice; and (v) loss of the normal enjoyments of daily life.
23. The conduct, action, and inaction of Equifax, Trans Union, Experian, and Freedom Mortgage recited herein above were willful, rendering them liable for actual and statutory damages, and punitive damages in an amount to be determined in this case. In the alternative, Equifax, Trans Union, Experian, and Freedom Mortgage were negligent, entitling O'Neal to recover actual damages under 15 U.S. C. Section 168.

24. As a result of the matters set forth herein above, O'Neal is entitled to recover actual damages, statutory damages, punitive damages, and attorney's fees from Equifax, Esperian, Transunion, and Freedom Mortgage, jointly and severally.

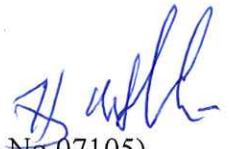
**Call for Trial By Jury**

25. O'Neal calls for trial by jury.

**Conclusion**

Wherefore, O'Neal prays that the Court enter a judgment in O'Neal's favor against Equifax, Esperian, Transunion, and Freedom Mortgage, jointly and severally, for actual damages, compensatory damages, including for emotional distress, for punitive damages, for statutory damages, and for attorney's fees.

Respectfully submitted,

**TIFFANY O'NEAL,**  
By/s/ Henry W. McLaughlin   
Henry W. McLaughlin (VSB No 07105)  
The Law Office of Henry McLaughlin, P.C.  
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Richmond, Virginia 23219  
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